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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

Jagdeep S Bidwal,

Plaintiff,

vs.

Unifund CCR Partners; Unifund
Portfolio A, LLC;
Matthew W. Quall;
Lang, Richert & Patch,
A Professional
Corporation;
EDP/One Touch;
J. Ascorra; J. Williams;
and Does 1 to 10;

Defendants.

Case No. 4:17-cv-2699

COMPLAINT FOR:

1. VIOLATING THE FAIR DEBT
COLLECTION PRACTICES ACT;
2. VIOLATING THE CALIFORNIA
ROSENTHAL FAIR DEBT
COLLECTION PRACTICES ACT;

and DEMAND FOR JURY TRIAL

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Jurisdiction

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2 1. Jurisdiction of this court arises under the Fair Debt Collection Practices
3 Act, 15 U.S.C. § 1692k(d) and 28 U.S.C. § 1331, and supplemental jurisdiction exists
4 for the state law claims pursuant to 28 U.S.C. § 1367. In addition, the defendants
5 have sufficient contacts in this district to subject them to personal jurisdiction here.
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Intradistrict Assignment

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8 2. Venue is proper in the Northern District of California because the
9 challenged conduct occurred while Plaintiff resided in Alameda County and the
10 defendants do business in this district.
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Parties

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13 3. The plaintiff, Jagdeep S Bidwal [“Bidwal” or “Plaintiff”], is a natural
14 person residing within this district.

15 4. Defendant Unifund CCR Partners, which is also sometimes known as
16 Unifund CCR Partners, a Partnership Doing Business in California [“Unifund CCR”],
17 an entity of unknown jurisdiction, purchases defaulted debts as a “debt buyer” and
18 was, at all times relevant to this complaint, a business entity which regularly collects
19 or attempts to collect, directly or indirectly, debts owed or asserted to be owed to
20 another.

21 5. Defendant Unifund Portfolio A, LLC is an Ohio Limited Liability
22 Company [“Unifund A”], which purchases defaulted debts as a “debt buyer” and was,
23 at all times relevant to this complaint, a business entity which regularly collects or
24 attempts to collect, directly or indirectly, debts owed or asserted to be owed to
25 another.

26 6. Defendant Lang, Richert & Patch, a Professional Corporation [“LRAP”]
27 was, at all times relevant to this complaint, a business entity which regularly collects
28

1 or attempts to collect, directly or indirectly, debts owed or asserted to be owed to
2 another.

3 7. Defendant Matthew W. Quall ["Mr. Quall"] was, at all times relevant
4 to this complaint, an individual who regularly collects or attempts to collect, directly
5 or indirectly, debts owed or asserted to be owed to another.

6 8. Defendant EDP/One Touch ["EDP"] was, at all times relevant to this
7 complaint, a business entity which regularly collects or attempts to collect, directly
8 or indirectly, debts owed or asserted to be owed to another.

9 9. Defendant J. Ascorra ["Ascorra"] was, at all times relevant to this
10 complaint, an individual who regularly collects or attempts to collect, directly or
11 indirectly, debts owed or asserted to be owed to another.

12 10. Defendant J. Williams ["Williams"] was, at all times relevant to this
13 complaint, an individual who regularly collects or attempts to collect, directly or
14 indirectly, debts owed or asserted to be owed to another.

15 11. The true names and capacities of the defendants sued herein as DOES
16 1-10, inclusive, are unknown to Plaintiff, at the present time. Each of the defendants
17 were the agents and/or employees of each other and were acting in the course and
18 scope of their agency, employment and authority and with the permission and consent
19 of their co-defendants in committing the acts alleged. The defendants, and each of
20 them, are jointly and severally liable to Plaintiff.

21 12. Each of the forgoing defendants are a person who uses any
22 instrumentality of interstate commerce or the mails in any business the principal
23 purpose of which is the collection of any debts, or who regularly collects or attempts
24 to collect, directly or indirectly, debts owed or due or asserted to be owed or due
25 another, and thus a "debt collector," pursuant to 15 U.S.C. § 1692a(6).

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Facts Supporting Each Claim

13. Several years ago, Plaintiff incurred a credit card debt to Citibank for transactions in which Plaintiff purchased goods or services primarily for personal, family and household purposes [the “Debt”].

14. Purportedly, after Plaintiff defaulted in payments to Citibank on the Debt, defendant Unifund A acquired the Debt.

15. Purportedly, some time thereafter, Unifund A assigned its rights in the Debt to Unifund CCR.

16. Purportedly, some time thereafter, Unifund CCR forwarded the Debt to LRAP for collection, including commencement of a collection lawsuit.

17. Unifund CCR hired LRAP to bring a lawsuit against Plaintiff. LRAP filed the lawsuit in California Superior Court in the County of Los Angeles, as “Unifund CCR Partners v. Bidwal,” Case Number 10E14426 (the “Lawsuit”). Mr. Quall was attorney of record and signed the complaint and various other filings in the Lawsuit through September 29, 2016.

18. LRAP’s process server, defendant EDP, went to an address in Sherman Oaks, California to serve Plaintiff with the complaint. Plaintiff did not live at the Sherman Oaks address, but resided in Alameda county at the time. On or about November 30, 2010, EDP’s process server informed LRAP that “Subject not at this address” and that “there are new tenants living at the given apt number” in Sherman Oaks. Nevertheless, knowing that Plaintiff did not live at the Sherman Oaks address, Mr. Quall, LRAP and EDP continued to send process servers out to the same incorrect address.

19. Over six months later, on or about June 21 and 28, 2011, defendant Ascorra, an employee or agent of EDP, prepared and signed false declarations that Plaintiff had been substitute served at the same address in Sherman Oaks. LRAP, Mr. Quall, and/or EDP with LRAP’s authorization, filed the false declarations in the California Superior Court case.

1 20. On or about March 18, 2013, an employee or agent of EDP, prepared and
2 signed another proof of service stating under oath that Plaintiff had been personally
3 served at the apartment in Sherman Oaks. Once again, LRAP, Mr. Quall, and/or EDP
4 with LRAP's authorization, filed the false declarations in the California Superior
5 Court case.

6 21. On or about October 13, 2011, defendants obtained a default judgment
7 against Plaintiff, based on the false affidavits of service.

8 22. Through no fault of his own, Plaintiff did not discover the existence of
9 defendants' Lawsuit or their false proofs of service, until approximately October 2,
10 2016.

11 23. On September 29, 2016, while knowing that the default judgment was
12 void and had been obtained by their own fraud on the court, Defendant Unifund CCR,
13 Mr. Quall and his law firm, Quall Cardot LLP, obtained a Writ of Execution in the
14 California Superior Court collection case, which was then forwarded to the Sheriff's
15 Department for the County of Los Angeles to enforce upon Plaintiff's assets held in
16 JP Morgan Chase Bank, Chase bank froze Plaintiff's funds in his bank account, and
17 restricted access to his safe deposit box.

18 24. Plaintiff and his wife had important items in their safe deposit box,
19 including papers containing proof of identification, birth certificates, personal
20 heirlooms, and jewelry.

21 25. The freezing of Plaintiff's bank accounts and safe deposit box caused
22 Plaintiff financial harm, and also considerable personal upset, including but not
23 limited to, loss of sleep and loss of weight.

24 26. By letter dated December 13, 2016, Plaintiff disputed the Debt and
25 notified defendants that their declarations of service were false, as Plaintiff had been
26 living in Union City, CA at the time of the alleged service in Sherman Oaks.

27 27. Plaintiff received no reply to his December 13, 2016 letter from any of
28 the defendants. He was forced to hire counsel.

1 28. On February 16, 2017, with Plaintiff represented by counsel, the parties
2 to the Lawsuit agreed upon a stipulation to set aside the default judgment on the Debt,
3 which the Superior Court then entered.

4 29. Defendants' lawsuit against Plaintiff remains active in the California
5 Superior Court.

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7 **CAUSES OF ACTION**

8 First Cause of Action

9 Against all defendants

10 Violations of the Fair Debt Collection Practices Act

11 30. Plaintiff incorporates by reference herein all of the preceding paragraphs
12 above.

13 31. Plaintiff is a "consumer," as defined at 15 U.S.C. § 1692a(3), who
14 allegedly owed a "debt," as defined at 15 U.S.C. § 1692a(5).

15 32. Defendants are each a "debt collector," as defined at 15 U.S.C. §
16 1692a(6).

17 33. Defendants violated the FDCPA in the following ways:

18 a. Violation of § 1692d by any conduct the natural consequence of
19 which is to harass, oppress or abuse any person.

20 b. Violation of § 1692e by using a false, deceptive or misleading
21 representation or means in connection with the collection of a
22 debt.

23 c. Violation of § 1692f by using unfair or unconscionable means to
24 collect or attempt to collect an alleged debt.

25 34. Plaintiff is entitled to an award of actual damages under 15 U.S.C. §
26 1692k.

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DEMAND FOR JURY TRIAL

Plaintiff demands trial by jury in this action.

Dated: May 10, 2017

TRUEBLOOD LAW FIRM

CONSUMER LAW OFFICE OF
ROBERT STEMLER, APC

/s/ Robert Stempler
By: Robert Stempler,
Counsel for Plaintiff